

No. 34

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs, and has the honor to refer the Bilateral Military Assistance Agreement Between the Government of the United States of America and the Government of Honduras and to recent discussions between representatives of the two Governments regarding the upcoming Beyond the Horizons Exercise and the status of members of the armed forces of the United States and civilian personnel of the Department of Defense of the United States (collectively, referred to as "United States personnel") who may be temporarily present in Honduras in connection with military exercises and training, United States security assistance programs, or other agreed purposes.

As a result of these discussions, the Embassy proposes the following:

- I. That such personnel be accorded a status equivalent to that accorded to the administrative and technical staff of the Embassy of the United States of America under the Vienna Convention on Diplomatic Relations of April 18, 1961;
- II. That United States personnel be permitted to enter and exit Honduras with United States identification and with collective movement or individual travel orders;
- III. That authorities of Honduras shall accept as valid, without a driving fee or test, driving licenses or permits issued by the appropriate United States personnel for the operation of vehicles;
- IV. That such personnel be authorized to wear uniforms while performing official duties and to carry weapons when their orders call for it;
- V. That the Government of Honduras accord duty-free importation and exportation, as well as exemption from inspection and taxation on products, property, material, equipment, vehicles, vessels, and aircraft imported into, acquired in or exported from Honduras by or on behalf of the United States Government or its personnel in connection with their activities under this Agreement, and that the parties shall cooperate in taking such steps as shall be necessary to ensure the security of United States personnel and property in Honduras;
- VI. That vehicles, vessels, and aircraft owned or operated by or for the United States armed forces shall not be subject to the payment of landing or port fees, pilot age charges, navigation, over flight or parking charges or light or harbor dues while in Honduras; however, the United States armed forces shall pay reasonable charges for services requested and received. Vehicles owned by the United States need not be registered, but shall have appropriate identification markings;
- VII. That the Government of Honduras accept as valid professional licenses issued by the appropriate United States Government authorities to United States personnel;
- VIII. That title to United States Government property (such as equipment, material, supplies and other property) imported into or acquired in Honduras by or on behalf of the United States Government in connection with mutually agreed activities under this Agreement shall remain with the United States Government, which may remove such property from Honduras at any time, free from export duties, taxes and other charges. The exemption provided in this paragraph shall also extend to any duty, tax or other charge that is assessed upon such property after importation into or acquisition in Honduras.

DIPLOMATIC NOTE

- United States Government and personnel's property may be disposed of in Honduras, provided that disposition of such property in Honduras to persons or entities not entitled to exemption from applicable taxes or duties shall be subject to payment of such taxes and duties by such persons or entities;
- IX. That both Governments shall waive any and all claims (other than contractual claims) against each other for personal injury to each of their military or civilian personnel or for damages, loss, or destruction of the other's property arising out of the activities covered by this Agreement. The United States shall pay, in accordance with United States law, fair and reasonable compensation in settlement of meritorious claims by the parties arising out of acts or omissions of United States personnel or which are otherwise incident to agreed activities of the United States Armed Forces under this Agreement.
- X. The Government of Honduras shall accept full responsibility for, and shall hold the United States Government harmless from, any and all claims arising from the use of projects constructed, or in the process of being constructed in whole or in part during exercises or other agreed activities of United States personnel present in Honduras pursuant to the terms of this Agreement;
- XI. In the event that agreed activities involve the use of contractors, the United States Government may award contracts for the acquisition of articles and services, in accordance with its laws and regulations. The United States Government shall have the right to choose such contractors and United States contractors and their employees shall be accorded the same privileges as United States armed forces and civilian personnel with regard to licensing and registration of vehicles, drivers, and professional personnel, and with regard to the export, import, and acquisition of goods and equipment for official or personal use;
- XII. If, notwithstanding provisions of this or other agreements between the United States and Honduras, local authorities detain any United States personnel, the Government of Honduras shall immediately notify the Embassy of the United States of America and promptly return such personnel to United States custody. Honduran and United States military police shall cooperate in the investigation of any crime believed to have been committed by or against United States personnel;

It shall be the responsibility of United States personnel to respect the laws of Honduras and to abstain from any activity inconsistent with the spirit of this Agreement. Authorities of the Government of the United States shall take necessary measures to that end.

Finally, additional arrangements, as may be necessary, may be entered into by the appropriate authorities of the two governments.

If the foregoing is acceptable to the Government of Honduras, the Embassy proposes that this note, together with the Foreign Ministry's reply to that effect, shall constitute an agreement between the two governments which shall enter into force on the date of the Foreign Ministry's

reply and shall remain in force for an initial term of one year and shall be automatically extended for additional periods of one year, up to a maximum combined duration of five years. During the initial one year term or any extended one year term, either government may terminate this Agreement by giving the other party six month's prior written notice of its intent to terminate the Agreement.

The Embassy of the United States of America avails itself of this opportunity to renew to the Government Honduras the assurances of its highest consideration.

Embassy of the United States of America

Tegucigalpa, January 25, 2008



Recibo: C. Hidalgo

25 enero 2008

14:56 horas.

Cecilia C. Hidalgo
Asistente Ejecutiva del Director
General de Política Exterior.



TRANSLATION

Ministry of Foreign Relations
Republic of Honduras

Note verbale No. 29-DT

The Ministry of Foreign Relations presents its compliments to the Embassy of the United States of America and acknowledges receipt of Embassy Note No. 34 of January 25, 2008, which reads as follows:

[See U.S. Text.]

This Ministry of Foreign Relations confirms that the foregoing proposal is acceptable to Honduras and that the U.S. Embassy's note, together with this note in reply, shall constitute an agreement between our two governments, which shall enter into force on the date of this reply, shall remain in force for an initial term of one year, and shall be automatically extended for additional periods of one year, up to a maximum duration of five years.

[Complimentary close]

Tegucigalpa, M.D.C., January 25, 2008

[Initialed]

Embassy of the United States of America
Tegucigalpa.